Site Design & Limited Development Feasibility Report
14.21 Acre Multi-Family Development at
Rosemount Estates,
Rosenberg, TX 77471

Prepared for:

Hetting-Kahn
5325 Katy Freeway, Suite One
Houston, Texas 77007
Telephone: (713) 871-0063
Facsimile: (713) 871-1916

&

Texas Department of Housing and Community Affairs

Prepared by:

TRI-TECH
ENGINEERING & SURVEYING & PLANNING

Tri-Tech Engineering, LP  TBPE #F-18693
Tri-Tech Surveying Co., LP  TBPLS #10115900
10401 Westoffice Drive  Houston, Texas 77042
p: 713.667.0800  f: 713.667.4262

2/28/2018

STATE OF TEXAS

WILLIAM C. DEMPSEY V
105958

PROFESSIONAL ENGINEER

TRI-TECH JOB # TT-17-1063
February 2017
Legal Description:

Being a 14.21 Acres tract of land in the A.P. Demay Survey, Abstract 349, in the City of Rosenberg, Texas being out of a residue of a called 30.023 Acre tract described in 30 Rose L.P. in deed record 2007089753, Fort Bend County, Texas. Refer to Survey (Attachment 1) and attached Title Commitment (Attachment 2)

Project Summary:

Rosemont Estates is a 14.21-acre Multi-Family housing development that proposes 138 unit residences with an estimated 100 one bedroom and 38 two bedroom. The proposed development is located on the vacant tract of land approximately 750 feet FM2218 on the south side of Airport Avenue. The existing site is relatively “flat’ with the exception of a drainage ditch running along the West and South boundaries of the property. A smaller drainage ditch runs along the SE edge of the property in a 20’ storm sewer easement. The property generally clear of any trees as can be seen on the FEMA FIRM panel FM48157C0245L (Attachment 3) and is located in Zone “X” and “AE”. The “AE” portion of the property is contained within the ditch along the West property line.

According to the survey, the subject site has an average natural ground elevation of approximately 93.5’ (Attachment 1). There is a 70’ wide right-of-way Fort Bend County Drainage District Vol. 716, Page 638 F.B.C.D.R. along the West side of the property and a 56’ wide right-of-way Fort Bend County Drainage District Vol. 303, Page 558 F.B.C.D.R. along the South side of the property, which could serve as the drainage discharge point for the site.

Water and Wastewater service in the area is provided by the City of Rosenberg. Maps showing the location of the City’s water, sanitary sewer, and storm sewer along the site have been provided from the City’s GIS department. (Attachment 7) The City Engineer has indicated that capacity is currently available in an email. (Attachment 4)

It is assumed that the fee in lieu of detention will be purchased in the regional pond downstream of the channel running through the property. On site detention is not planned for the current layout of the property. The ballpark rate provided for a commercial/multifamily site is $20,000 per acre. (Attachment 5)

Planning/Platting Summary:

A meeting with the planning department confirmed there are no issues with Zoning requirements. The predevelopment meeting minutes (Attachment 10) state that minimal platting will be required. The property will need to be replatted, which will require a preliminary plat and a final plat facilitated by the City of Rosenberg. The preliminary plat requires a preliminary set of engineering plans to be submitted with the
plat. The process after submittal of the initial preliminary replat typically takes three months before the final plat is approved. Refer to (Attachment 6) for the City Planning Commission Meetings Calendar.

For subdivision located within the city limits of Rosenberg, anticipate approximately three to six months before final subdivision recordation.

**Site Utilities**

*Refer to City provided GIS Maps of the water and wastewater systems in the area (Attachment 7) for overall public utility layout near subject site.

An email has been provided from the City Engineer stating that water capacity is available for the proposed development (Attachment 4). The water service to the site must come from the 12" water main along Airport Avenue. The water service to the subject property will be served by a private master meter within a public utility easement and private water lines to serve the rest of the subject property. Refer to Preliminary Civil Site Plan (Attachment 17) for on-site water routing. The connection to the City’s water line will require a submittal to the City.

An email has been provided from the City Engineer stating that sewer capacity is available for the proposed development (Attachment 4). The wastewater service to the site must come from the 12" wastewater line, which bisects the property parallel to Airport Avenue. There is an existing 20’ wide sewer easement that runs general parallel to Airport Avenue approximately 820’ South of the road. No structures are to be constructed over this easement. Refer to Preliminary Civil Site Plan (Attachment 17) for on-site wastewater routing. The connection to the City’s water line will require a submittal to the City and City. In the predevelopment meeting it was stated that a sanitary sewer easement may be required to provide the remaining undeveloped parcels with access to a public sewer line.

**Site Drainage**

The City confirmed that existing regional detention was constructed downstream of our project site. Capacity within the regional detention allows the project site to purchase detention credit in lieu of providing on-site detention. The anticipated cost of purchasing detention is $20,000 per acre (Attachment 4). It is assumed the on-site storm sewer system has a capacity to carry the 2 year storm through the pipes and that the 100 year storm will be carried to the channel by overland flow.
Site Environmental Assessment

The ESA for the subject property shall be provided by others. It appears that based on the Wetlands Mapper, no wetlands affect the subject site but confirmation from an Environmental Professional is required. (Attachment 9).

Traffic Analysis

It is typical that a minimum of 2 points of egress will be required to be provided to the subject site. In the predevelopment meeting (Attachment 10), the City stated that a third emergency access point is to be provided on the South end of the property due to the properties depth. An access easement will be required to tie the property to FM 2218 (Attachment 11). The City has preliminarily approved the proposed driveway locations. This TIA will be performed in conjunction with the overall design of the project. The primary reason the City of Rosenberg has identified that a TIA is probable is that there are existing schools in the area. (Attachment 12).

Permitting Overview

The initial submittal to the City of Rosenberg will be a preliminary public engineering plan set and the preliminary plat. After the initial comments from the City are addressed, the preliminary plat will be submitted with a final set of the public plans. The final plat cannot be approved until the final public Engineering drawings are approved. Concurrently with the preliminary and final plat, the private site work plans for the property can be submitted for review. The plans can be submitted for Site Development Review to the City of Rosenberg Planning Department and to the Fort Bend County Drainage District for drainage review. The site work permit will be required for the overall layout of utilities, grading and drainage. The final site work plans cannot be approved until the final public plans have been approved. The building permit can be submitted as a whole site or it can be broken up into Phases. The primary reason for breaking it up into Phases is so that one portion of the job can be closed out with the City prior to the entire site being complete. The current-adopted City Codes are shown in Attachment 13.

Fees & Preliminary Cost Estimate (Civil)

See Attachment 14 for current City Residential/Commercial Permitting Fees
See Attachment 15 for current City Infrastructure Permit Fees
See Attachment 16 for estimated site construction costs.*
*The costs shown are preliminary estimates only and subject to change

Site Photos

See Attachment 18
ATTACHMENT 2
January 02, 2018

File No.: 17157037880
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for limited use and distribution only. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) ONLY to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Monroe A Ashworth
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Stewart Title Company
14100 Southwest Freeway, Suite 200
Sugar Land, TX 77478

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER
1-800-729-1902

ALSO
YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT
1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS
1-800-729-1902

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

FORM: Commitment for Title Insurance
<table>
<thead>
<tr>
<th>Title insurance insures you against loss resulting from certain risks to your title.</th>
<th>El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</td>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la poliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</td>
</tr>
</tbody>
</table>

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
      (Not applicable for improved one-to-four family residential real estate)  
      Policy Amount: $2,439,360.00  
      PROPOSED INSURED: VH Acquisitions, LLC

   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
      --ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
      Policy Amount: $  
      PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
      Policy Amount: $  
      PROPOSED INSURED:  
      Proposed Borrower:

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
      Policy Amount: $  
      PROPOSED INSURED:  
      Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
      Binder Amount: $  
      PROPOSED INSURED:  
      Proposed Borrower:

   (f) OTHER -  
      Policy Amount: $  
      PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

   30 ROSE, L.P

4. Legal description of the land:

   A 14 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND A PART  A 30.023 ACRE TRACT OF LAND IN THE A. P. DEMAY SURVEY, ABSTRACT 349, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, SAID 30.023 ACRE TRACT BEING OUT OF THE RESIDUE OF A CALLED 160 ACRE TRACT (FIRST TRACT) DESCRIBED IN DEED RECORDED IN VOLUME 262, PAGE 578, DEED RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS OF CITY OF ROSENBERG CONTROL MONUMENT RS09.

   BEGINNING at a 1/2 inch iron pipe found in the south right-of-way line of Airport Road for the northeast corner of an adjoining called 5.00 acre tract described in deed recorded in Volume 2608, Page 663, Official Records, Fort Bend
County, Texas, for the northwest corner and Place of Beginning of the herein described tract;

THENCE North 87 degrees 07 minutes 36 seconds East along the north line of the herein described tract, same being the south right-of-way line of Airport Road, 1,216.35 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set at the intersection of the south right-of-way line of Airport Road with the northwest right-of-way line of F. M. Highway 2218, for the northeast corner of the herein described tract;

THENCE South 22 degrees 14 minutes 39 seconds West along the southeast line of the herein described tract, same being the northwest right-of-way line of F. M. Highway 2218, at 1,532.88 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line for reference, and continuing for a total distance of 1,632.88 feet to a point in the centerline of Dry Creek for the southeast corner of the herein described tract, same being the northeast corner of an adjoining called 45.943 acre tract described in deed recorded under County Clerk's File Number 2004000405, Official Public Records, Fort Bend County, Texas, said point being in a curve to the left;

THENCE along said curve to the left, being the common line of the herein described tract and said adjoining called 45.943 acre tract, as located along the centerline of Dry Creek, having a central angle of 27 degrees 38 minutes 03 seconds, a radius of 279.89 feet, an arc length of 134.99 feet, and a chord bearing North 81 degrees 22 minutes 34 seconds West, 133.69 feet to a point at the end of said curve;

THENCE South 84 degrees 48 minutes 21 seconds West continuing along the common line of the herein described tract and said adjoining called 45.943 acre tract, as located along the centerline of Dry Creek, 435.70 feet to a point for the southwest corner of the herein described tract, same being the southeast corner of the adjoining Reserve "C" of the Yelderman Park Subdivision Section 1, according to map or plat thereof recorded under Slide Number 1439B, Plat Records, Fort Bend County, Texas;

THENCE North 01 degree 11 minutes 34 seconds West along the west line of the herein described tract, same being the east line of said Yelderman Park Subdivision, at 100.25 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line for the northeast corner of said Reserve "C", same being the southeast corner of the adjoining Reserve "A" of said Yelderman Park Subdivision, at 656.67 feet pass a 3/4 inch iron pipe found on said line for the northeast corner of said adjoining Reserve "A", same being the southeast corner of the aforementioned adjoining called 5.00 acre tract, and continuing for a total distance of 1,470.10 feet to the Place of Beginning and containing 30.023 acres of land, more or less.

SAVE AND EXCEPT a 1.22 acre tract of land conveyed to OSO Investments, Ltd., by instrument recorded under Clerk's File No. 2009042505 of the Official Public Records of Fort Bend County, Texas.
SAVE AND EXCEPT a 0.2137 acre tract of land conveyed to the State of Texas, by instrument recorded under Clerk's File No. 2011008855 of the Official Public Records of Fort Bend County, Texas.
SAVE AND EXCEPT a 1.64 acre tract of land conveyed to the City of Rosenberg, by instrument recorded under Clerk's File No. 2011070679 of the Official Public Records of Fort Bend County, Texas.
SAVE AND EXCEPT a 1.3085 acre tract of land conveyed to OSO Investments, Ltd., by instrument recorded under Clerk's File No. 2012011323 of the Official Public Records of Fort Bend County, Texas.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   Those recorded in/under Plat No. 20100045 of the Plat Records of Fort Bend County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   A. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
   B. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   C. to filled-in lands, or artificial islands, or
   D. to statutory water rights, including riparian rights, or
   E. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years."

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

A. Rights of parties in possession. (Owner Title Policy only)

B. A utility easement Twenty (20) feet wide, traversing the middle section of the property, as shown on plat recorded in Volume 26, Page 3 of the Map Records of Fort Bend County, Texas.

C. Drainage easement granted to Fort Bend County Drainage District, the location of which is reflected by instrument recorded Volume 303, Page 558 of the Deed Records of Fort Bend County, Texas.
D. Drainage easement granted to Fort Bend County Drainage District, the location of which is reflected by instrument recorded in Volume 716, Page 638 (77005650) of the Deed Records of Fort Bend County, Texas.

E. A sanitary sewer easement Twenty (20) feet wide, located along the East property line, as granted to Fort Bend County Municipal Utility District, as reflected by instrument recorded in Volume 2033, Page 357 (8822050) of the County Clerk Official Records of Fort Bend County, Texas.

F. An access and utility easement Fifteen (15) feet wide, the location of which is reflected by instrument recorded under Clerk's File No. 2010020982 of the Official Public Records of Fort Bend County, Texas.

G. A sanitary sewer easement Twenty (20) feet wide, and one Sixteen (16) feet wide, the location of which is reflected by instrument recorded under Clerk's File No. 2010020983 of the Official Public Records of Fort Bend County, Texas.

H. Water line easements Seven one half (7-1/2) feet wide, and Ten (10) feet wide, the location of which is reflected by instrument recorded under Clerk's File No. 2010020984 of the Official Public Records of Fort Bend County, Texas.

I. Storm sewer easement Twenty (20) feet wide, the location of which is reflected by instrument recorded under Clerk's File No. 2010020985 of the Official Public Records of Fort Bend County, Texas.

J. A 1/16th royalty interest in and to all of the oil, gas, and other minerals in, on, under or that may be produced from the subject property, as set forth in an instrument of record in Volume 262, Page 578, of the Deed Records of Fort Bend County, Texas.

K. An oil, gas, and mineral lease in favor of Exxon Corporation, as lessee, and recorded in Volume 993, Page 687, (8175220) of the Deed Records of Fort Bend County, Texas. Title to said lease has not been examined subsequent to the date of its execution.

L. An oil, gas, and mineral lease in favor of Exxon Corporation, as lessee, and recorded in Volume 994, Page 829, (8175918) of the Deed Records of Fort Bend County, Texas. Title to said lease has not been examined subsequent to the date of its execution.

M. An oil, gas, and mineral lease in favor of Exxon Corporation, as lessee, and recorded in Volume 994, Page 833, (8175919) of the Deed Records of Fort Bend County, Texas. Title to said lease has not been examined subsequent to the date of its execution.

N. An oil, gas, and mineral lease in favor of Exxon Corporation, as lessee, and recorded in Volume 981, Page 449, (8167909) of the Deed Records of Fort Bend County, Texas. Title to said lease has not been examined subsequent to the date of its execution.

O. An oil, gas, and mineral lease in favor of Exxon Corporation, as lessee, and recorded in Volume 953, Page 678, (8150839) of the Deed Records of Fort Bend County, Texas. Title to said lease has not been examined subsequent to the date of its execution.

P. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

Q. An easement for drainage purposes extending a distance of Fifteen (15) feet on each side of the centerline of all natural drainage courses, as reflected by the plat recorded in/under Plat No. 20100045 of the Plat Records of Fort Bend County, Texas. [Owner Title Policy Only]
Your Policy will not cover loss, costs, attorneys’ fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic’s, laborer’s or materialman’s liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. Deed of Trust dated October 15, 2014, recorded in/under Clerk’s File No. 2014113267 of the Official Public Records of Fort Bend County, Texas, executed by 30 Rose, LP, securing the payment of one note in the principal amount of $1,100,000.00, bearing interest and payable as therein provided to the order of Mayde Waddell Butler Descendants Trust.

7. Deed of Trust dated March 20, 2015, recorded in/under Clerk’s File No. 2015029737 of the Official Public Records of Fort Bend County, Texas, executed by 30 Rose, LP, securing the payment of one note in the principal amount of $300,000.00, bearing interest and payable as therein provided to the order of Mayde Waddell Butler Descendants Trust.

8. Deed of Trust dated July 8, 2016, recorded in/under Clerk’s File No. 2016073504 of the Official Public Records of Fort Bend County, Texas, executed by 30 Rose, LP, securing the payment of one note securing the terms set out therein, bearing interest and payable as therein provided to the order of Americrest Capital, L.L.C.

9. Due to that we were not furnished with a metes and bounds description for the 14 acre tract of land, we are to be furnished with an acceptable survey and upon receipt, additional requirements may be made. (We were furnished with a survey that was not readable. If this survey is to be used, we must be furnished with a readable copy and the metes and bounds that go with it.)
10. We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. We require satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.
The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2016:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:
   - Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm Morris, Charles F. Howard, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and Allen Berryman.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; Allen Berryman, Chief Financial Officer & Assistant Secretary-Treasurer; Timothy Okrie, Chief Operations Officer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Jay Milligan, Chief Revenue Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Bruce Hawley, Executive Vice President – Commercial Services; Richard Black, Senior Vice President – Associate Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company, (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company - 100%

B-2: Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows: Stewart Information Services Corporation - 100%

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: Matthew W. Morris, Allen Berryman, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:
   - Matthew W. Morris, Chairman, Chief Executive Officer and President
   - Allen Berryman, Chief Financial Officer, Assistant Secretary-Treasurer
   - John L. Killea, General Counsel
   - Denise Carraux, Secretary & Assistant Treasurer
   - Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>Loan Policy</th>
<th>Endorsement Charges</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
As Escrow Agent for the Real Estate transaction, Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Sellers: 30 Rose, Ltd

Purchasers / Borrowers: VH Acquisitions, LLC

From: Stewart Title Company

Date: January 31, 2018

File No.: 17157037880

Property Address (Subject Property): FM 2218 - Airport Av Vacant, Rosenberg, TX

This is to give you notice that Stewart Title Company and/or its associates have a business relationship with the settlement service providers listed below.

Stewart Title Company owns 100% of Professional Real Estate Tax Service of North Texas, LLC and 100% of Professional Real Estate Tax Service, LLC. Because of these relationships, referrals to either LLC may provide Stewart Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan on, or the purchase, sale, or refinance of, the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.

<table>
<thead>
<tr>
<th>Provider and Settlement Service</th>
<th>Charge or Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Real Estate Tax Service</td>
<td>$22.50 to $90.00</td>
</tr>
<tr>
<td>tax certificate(s)</td>
<td></td>
</tr>
</tbody>
</table>

ACKNOWLEDGEMENT

I/We have read this disclosure, and understand that Stewart Title Company and/or its associates is referring me/us to purchase the above described settlement service(s) and may receive a financial or other benefit as the result of these referrals.

Seller(s):

_______________________________________
30 Rose, Ltd

Purchaser(s)/Borrower(s):

_______________________________________
VH Acquisitions, LLC

After signing, please return to Monroe A. Ashworth, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, Fax: ______________________, Email: monroe.ashworth@stewart.com
Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below.) It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this Policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity.) All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having competent jurisdiction.

I request deletion of the arbitration provision.

Date: January 31, 2018
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver’s license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you request insurance-related services; provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |

What sharing can I limit?

Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 17157037880

Page 1

Revised 11-19-2013
### 2017 GENERAL INFORMATION

- **Property Status**: Active
- **Property Type**: Real Land
- **Legal Description**: 0349 A P DEMAY, TRACT 3 (Pt), ACRES 24.37
- **Neighborhood**: Abstract Group 6 A
- **Account**: 0349-00-000-0031-901
- **Related Properties**: R363739, R385227, R391811, R397967, R397968, R400321, R405707, R463719
- **Map Number**: A-129-A, A-129-B

### 2017 OWNER INFORMATION

- **Owner Name**: 30 Rose LP
- **Owner ID**: 00463026
- **Exemptions**: Agriculture Use
- **Percent Ownership**: 100%
- **Mailing Address**: P O Box 1201 Katy, TX 77492-1201

### 2017 ENTITIES & EXEMPTIONS

<table>
<thead>
<tr>
<th>TAXING ENTITY</th>
<th>EXEMPTIONS</th>
<th>EXEMPTIONS AMOUNT</th>
<th>TAXABLE VALUE</th>
<th>TAX RATE PER 100</th>
<th>TAX CEILING</th>
</tr>
</thead>
<tbody>
<tr>
<td>C17- City of Rosenberg</td>
<td>$0</td>
<td>$2,920</td>
<td>0.462</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>✠ CAD- Fort Bend Central Appraisal District</td>
<td>$0</td>
<td>$2,920</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D01- Ft Bend Drainage</td>
<td>$0</td>
<td>$2,920</td>
<td>0.016</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2017 VALUE INFORMATION</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Improvement Homesite Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improvement Non-Homesite Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Improvement Market Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Homesite Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Non-Homesite Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Agricultural Market Value</td>
<td>$1,806,690</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Land Market Value</td>
<td>$1,806,690</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Market Value</td>
<td>$1,806,690</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agricultural Use</td>
<td>$2,920</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Appraised Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homestead Cap Loss</td>
<td>-$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Assessed Value</td>
<td>$2,920</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property</td>
<td>Market Value</td>
<td>AG Use Loss</td>
<td>Land Size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>--------------</td>
<td>-------------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G01- Ft Bend Co Gen</td>
<td>$0</td>
<td>$2,920</td>
<td>0.453</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S01- Lamar CISD</td>
<td>$0</td>
<td>$2,920</td>
<td>1.39005</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SM106- West Ft Bend Management District</td>
<td>$0</td>
<td>$2,920</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td><strong>2.32105</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2017 LAND SEGMENTS

<table>
<thead>
<tr>
<th>LAND SEGMENT TYPE</th>
<th>STATE CODE</th>
<th>HOMESITE</th>
<th>MARKET VALUE</th>
<th>AG USE LOSS</th>
<th>LAND SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Improved Pasture</td>
<td>D1 - Ranch Land</td>
<td>No</td>
<td>$1,806,690</td>
<td>$2,920</td>
<td>1,061,557 Sq. ft</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td><strong>1,061,557 Sq. ft / 24.370000 acres</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### VALUE HISTORY

<table>
<thead>
<tr>
<th>YEAR</th>
<th>IMPROVEMENT</th>
<th>LAND</th>
<th>MARKET</th>
<th>AG MARKET</th>
<th>AG LOSS</th>
<th>APPRAISED</th>
<th>HS CAP LOSS</th>
<th>ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,810,000</td>
<td>$3,590</td>
<td>$3,590</td>
<td>$0</td>
<td>$3,590</td>
</tr>
<tr>
<td>2015</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,810,000</td>
<td>$4,110</td>
<td>$4,110</td>
<td>$0</td>
<td>$4,110</td>
</tr>
<tr>
<td>2014</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,810,000</td>
<td>$4,370</td>
<td>$4,370</td>
<td>$0</td>
<td>$4,370</td>
</tr>
<tr>
<td>2013</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,810,000</td>
<td>$4,240</td>
<td>$4,240</td>
<td>$0</td>
<td>$4,240</td>
</tr>
<tr>
<td>2012</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,810,000</td>
<td>$4,240</td>
<td>$4,240</td>
<td>$0</td>
<td>$4,240</td>
</tr>
</tbody>
</table>

### SALES HISTORY

<table>
<thead>
<tr>
<th>DEED DATE</th>
<th>SELLER</th>
<th>BUYER</th>
<th>INSTR #</th>
<th>VOLUME/PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/28/2007</td>
<td>Yelderman Mark etal</td>
<td>30 Rose LP</td>
<td>2007089753</td>
<td></td>
</tr>
<tr>
<td></td>
<td>YELDERMAN, R L</td>
<td>YELDERMAN, MARJORIE ETAL</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>YELDERMAN, R L</td>
<td>YELDERMAN, R L</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>YELDERMAN, MARJORIE ETAL</td>
<td>Yelderman Mark etal</td>
<td>262/578</td>
<td></td>
</tr>
<tr>
<td></td>
<td>YELDERMAN, MARJORIE</td>
<td>YELDERMAN, MARJORIE ETAL</td>
<td>9607790</td>
<td></td>
</tr>
<tr>
<td></td>
<td>YELDERMAN, MARJORIE ETAL</td>
<td>YELDERMAN, MARJORIE</td>
<td>PB013634</td>
<td></td>
</tr>
</tbody>
</table>

**DISCLAIMER**
Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Fort Bend Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Fort Bend Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Fort Bend Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.said or implied.
ATTACHMENT 3
This map is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Sorry for the delay in reply. This response is to confirm that the City does have water and sewer capacity available for this project through the existing utility lines adjacent to and/or through your proposed site.

Let me know if you have additional questions.

Charles

CHARLES M. EASTLAND, P.E.
Vice President – Regional Manager

cell  713.416.1602
ATTACHMENT 5
We haven't finalized it yet, but it will be in the neighborhood of $20,000/acre for commercial.

CHARLES M. EASTLAND, P.E.
Vice President – Regional Manager
cell 713.416.1602

Travis,

Do you have a ballpark or range on what the fees might be so that our client can decide if they are interested in the fee or will need to provide the detention on site.

Curt Dempsey, PE
Civil Project Manager

TRI-TECH ENGINEERING & SURVEYING & PLANNING

ELECTRONIC DATA WAIVER
In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Tri-Tech Engineering, Tri Tech Surveying Co. L.P., and any affiliates and or divisions and further referred to in this document as “Tri-Tech” the user covenants and agrees that all such drawings and data are instruments of service of “Tri-Tech”, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. All such data provided by “Tri-Tech” is accepted “as is” with no warranty or representations as to accuracy or completeness. Electronic data is provided for the convenience of the recipient only. The user further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project originally intended. The user agrees to waiver all claims against “Tri-Tech” resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than “Tri-Tech”. In addition, the user agrees to the fullest extent permitted by law, to indemnify and hold “Tri-Tech” harmless from any damage, liability or cost, including reasonable attorney’s fees and costs of defense, arising from any changes made by anyone other than “Tri-Tech” or from any reuse of the drawings and data without the prior written consent of “Tri-Tech”. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the user be deemed a sale by “Tri-Tech”, and “Tri-Tech” makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. Similarly, “Tri-Tech” will not be responsible for damages resulting from extraneous programs or “viruses” which may be unintentionally transferred along with the data or drawings provided by “Tri-Tech”. Refer to Latest revised Original Signed, Sealed Hardcopy of drawings for any usage.
ATTACHMENT 6
# City of Rosenberg

## 2018 Planning Commission Meetings and Submittal Deadlines

**Planning Commission Deadlines**

<table>
<thead>
<tr>
<th>Initial Submittal</th>
<th>Revised Submittal from Applicant</th>
<th>Planning Commission Meeting - 5:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, December 22, 2017</td>
<td>Wednesday, January 17, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, January 26, 2018</td>
<td>Wednesday, February 21, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, February 23, 2018</td>
<td>Wednesday, March 21, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, March 23, 2018</td>
<td>Wednesday, April 18, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, April 20, 2018</td>
<td>Wednesday, May 16, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, May 25, 2018</td>
<td>Wednesday, June 20, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, June 22, 2018</td>
<td>Wednesday, July 18, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, July 20, 2018</td>
<td>Wednesday, August 15, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, August 24, 2018</td>
<td>Wednesday, September 19, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday, September 20, 2018</strong></td>
<td>Wednesday, October 17, 2018</td>
<td></td>
</tr>
<tr>
<td>Friday, October 26, 2018</td>
<td>Wednesday, November 21, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Wednesday, November 21, 2018</strong></td>
<td>Wednesday, December 19, 2018</td>
<td></td>
</tr>
</tbody>
</table>

The Revised Submittal deadline will be communicated to applicants with the Initial Submittal Report.

**City Council Deadlines**

<table>
<thead>
<tr>
<th>City Council Submittal</th>
<th>City Council Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, December 14, 2017</td>
<td>Tuesday, January 02, 2018</td>
</tr>
<tr>
<td>Thursday, December 28, 2017</td>
<td>Tuesday, January 16, 2018</td>
</tr>
<tr>
<td>Thursday, January 18, 2018</td>
<td>Tuesday, February 06, 2018</td>
</tr>
<tr>
<td>Thursday, February 01, 2018</td>
<td>Tuesday, February 20, 2018</td>
</tr>
<tr>
<td>Thursday, February 15, 2018</td>
<td>Tuesday, March 06, 2018</td>
</tr>
<tr>
<td>Thursday, March 01, 2018</td>
<td>Tuesday, March 20, 2018</td>
</tr>
<tr>
<td>Thursday, March 15, 2018</td>
<td>Tuesday, April 03, 2018</td>
</tr>
<tr>
<td>Thursday, March 29, 2018</td>
<td>Tuesday, April 17, 2018</td>
</tr>
<tr>
<td>Thursday, April 12, 2018</td>
<td>Tuesday, May 01, 2018</td>
</tr>
<tr>
<td>Thursday, April 26, 2018</td>
<td>Tuesday, May 15, 2018</td>
</tr>
<tr>
<td>Thursday, May 17, 2018</td>
<td>Tuesday, June 05, 2018</td>
</tr>
<tr>
<td>Thursday, May 31, 2018</td>
<td>Tuesday, June 19, 2018</td>
</tr>
<tr>
<td>Thursday, June 14, 2018</td>
<td>Tuesday, July 03, 2018</td>
</tr>
<tr>
<td>Thursday, June 28, 2018</td>
<td>Tuesday, July 17, 2018</td>
</tr>
<tr>
<td>Thursday, July 19, 2018</td>
<td>Tuesday, August 07, 2018</td>
</tr>
<tr>
<td>Thursday, August 02, 2018</td>
<td>Tuesday, August 21, 2018</td>
</tr>
<tr>
<td>Thursday, August 16, 2018</td>
<td>Tuesday, September 04, 2018</td>
</tr>
<tr>
<td>Thursday, August 30, 2018</td>
<td>Tuesday, September 18, 2018</td>
</tr>
<tr>
<td>Thursday, September 13, 2018</td>
<td>Tuesday, October 02, 2018</td>
</tr>
<tr>
<td>Thursday, September 27, 2018</td>
<td>Tuesday, October 16, 2018</td>
</tr>
<tr>
<td>Thursday, October 18, 2018</td>
<td>Tuesday, November 06, 2018</td>
</tr>
<tr>
<td>Thursday, November 01, 2018</td>
<td>Tuesday, November 20, 2018</td>
</tr>
<tr>
<td>Thursday, November 15, 2018</td>
<td>Tuesday, December 04, 2018</td>
</tr>
<tr>
<td>Thursday, November 29, 2018</td>
<td>Tuesday, December 18, 2018</td>
</tr>
</tbody>
</table>

**Notes**

1. A submittal is required each month on the "Initial Submittal" deadline, regardless of whether or not staff has previously reviewed the plat.
2. If required documents are not submitted on time, plats will not be placed on the agenda for that particular month.
3. Planning Commission Deadlines are at 12:00 p.m., and City Council Deadlines are at 4:30 p.m., unless otherwise noted. Dates in italics signify submittal deadlines that do not fall on the regularly scheduled Friday for Planning Commission or the regularly scheduled Thursday for City Council.
4. Schedule is subject to change. Please contact the Planning Department at 832-595-3500 to verify deadline dates and times.

Approved 10-18-2017
UTILITIES:
Airport Ave @ B F Terry Blvd, SW Corner
--Sanitary Sewer--
City of Rosenberg, Texas

Sanitary Manhole
Air Release
Gate Valve
Sewer Tap
Lift Station
Sewer Force Mains
Sewer Gravity Mains
Sewer Service Connections
Sewer Service Line
Sewer Line Encasement

Note: not all minor features, such as service lines, may be shown. Major features such as mains should be completely shown. Please report any errors in map to the City GIS staff.

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

Scale:
1:2,400
or
1 Inch = 200 Feet

Created by: City of Rosenberg GIS - Cory Vardaman
Date Created: December 13, 2017
Original Size: 11" x 17"

R:\Maps\Templates\Utilities_11x17_Landscape.mxd
Airport Ave @ B F Terry Blvd, SW Corner
--Storm Sewer--

City of Rosenberg, Texas

Utilities:

- Storm Manhole
- Inlet
- Grate Lid Manhole
- Storm Outfalls
- Storm Lines
- Storm Open Channels
- Detention Basins

Utility Lines:
- B F Terry Blvd
- Airport Ave

Scale:
1:2,400
or
1 Inch = 200 Feet

Note: not all minor features, such as service lines, may be shown. Major features such as mains should be completely shown. Please report any errors in map to the City GIS staff.

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.

Created by: City of Rosenberg GIS - Cory Vardaman
Date Created: December 13, 2017
Original Size: 11" x 17"
R:\Maps\Templates\Utilities_11x17_Landscape.mxd
ATTACHMENT 8
Table 14
*EFFECTIVE (COLLECTED) IMPACT FEES FOR VARIOUS WATER METER SIZES
CITY OF ROSENBERG

<table>
<thead>
<tr>
<th>METER TYPE</th>
<th>METER SIZE</th>
<th>MULTIPLIER</th>
<th>WATER</th>
<th>SEWER</th>
<th>BOTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIMPLE</td>
<td>5/8&quot; X 3/4&quot;</td>
<td>1.000</td>
<td>$3,471.00</td>
<td>$1,234.00</td>
<td>$4,705.00</td>
</tr>
<tr>
<td>SIMPLE</td>
<td>3/4&quot;</td>
<td>1.500</td>
<td>$5,206.50</td>
<td>$1,851.00</td>
<td>$7,057.50</td>
</tr>
<tr>
<td>SIMPLE</td>
<td>1&quot;</td>
<td>2.500</td>
<td>$8,677.50</td>
<td>$3,085.00</td>
<td>$11,762.50</td>
</tr>
<tr>
<td>SIMPLE</td>
<td>1-1/2&quot;</td>
<td>5.000</td>
<td>$17,355.00</td>
<td>$6,170.00</td>
<td>$23,525.00</td>
</tr>
<tr>
<td>SIMPLE</td>
<td>2&quot;</td>
<td>8.000</td>
<td>$27,768.00</td>
<td>$9,872.00</td>
<td>$37,640.00</td>
</tr>
<tr>
<td>COMPOUND</td>
<td>2&quot;</td>
<td>8.000</td>
<td>$27,768.00</td>
<td>$9,872.00</td>
<td>$37,640.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>2&quot;</td>
<td>10.000</td>
<td>$34,710.00</td>
<td>$12,340.00</td>
<td>$47,050.00</td>
</tr>
<tr>
<td>COMPOUND</td>
<td>3&quot;</td>
<td>16.000</td>
<td>$55,536.00</td>
<td>$19,744.00</td>
<td>$75,280.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>3&quot;</td>
<td>24.000</td>
<td>$83,304.00</td>
<td>$29,616.00</td>
<td>$112,920.00</td>
</tr>
<tr>
<td>COMPOUND</td>
<td>4&quot;</td>
<td>25.000</td>
<td>$86,775.00</td>
<td>$30,850.00</td>
<td>$117,625.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>4&quot;</td>
<td>42.000</td>
<td>$145,782.00</td>
<td>$51,828.00</td>
<td>$197,610.00</td>
</tr>
<tr>
<td>COMPOUND</td>
<td>6&quot;</td>
<td>50.000</td>
<td>$173,550.00</td>
<td>$61,700.00</td>
<td>$235,250.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>6&quot;</td>
<td>92.000</td>
<td>$319,332.00</td>
<td>$113,528.00</td>
<td>$432,860.00</td>
</tr>
<tr>
<td>COMPOUND</td>
<td>8&quot;</td>
<td>80.000</td>
<td>$277,680.00</td>
<td>$98,720.00</td>
<td>$376,400.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>8&quot;</td>
<td>160.000</td>
<td>$555,360.00</td>
<td>$197,440.00</td>
<td>$752,800.00</td>
</tr>
<tr>
<td>COMPOUND</td>
<td>10&quot;</td>
<td>115.000</td>
<td>$399,165.00</td>
<td>$141,910.00</td>
<td>$541,075.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>10&quot;</td>
<td>250.000</td>
<td>$867,750.00</td>
<td>$308,500.00</td>
<td>$1,176,250.00</td>
</tr>
<tr>
<td>TURBINE</td>
<td>12&quot;</td>
<td>330.000</td>
<td>$1,145,430.00</td>
<td>$407,220.00</td>
<td>$1,552,650.00</td>
</tr>
</tbody>
</table>

* Landscape Irrigation Meters - No Impact Fee shall be collected for water taps exclusively for Landscape Irrigation systems.

ATTACHMENT 9
This page was produced by the NWI mapper.

February 28, 2018

**Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.
ATTACHMENT 10
Attendees: Ryan Hettig (Rosemount Estates) and Jim Merriman (JRM Architects)

a. Proposed development is located approximately in the 4800 block of Airport Avenue, south of Airport Avenue and west of FM 2218.
   → 138 (+/-) unit elderly, multi-family 9% tax credit community.
   → Development will be independent living, as opposed to assisted living.
      • Minimum age requirement is 55 years of age.
   → Developer will be required to own property a minimum of thirty-five (35) years.
   → Developer will provide a full amenity package. Please see attached Rosemount Estates amenity list.
   → Developer believes no variances are needed.
   → Proposed development density is ten (10) acres.
   → Masonry façade is at one hundred percent (100%) with stucco and brick.
   → Developer is requesting a ranch style fence, instead of iron fence (with brick columns).
      • Staff does not foresee a problem with this request.

b. In light of this being a tax credit property, Developer informed Staff of new rules issued by the Governor of Texas for disaster relief:
   → Developer will obtain five (5) extra credits if project is constructed by October 2019.
   → Developer will need a Resolution of Support from the City by February 24th to submit with the tax application packet.
   → Staff informed Developer a presentation will need to be made at a City Council meeting.
   → Developer has built over 20 tax credit properties

c. Utilities discussion:
   → Developer proposes purchasing drainage detention capacity from Dry Creek Regional detention basin, in lieu of detention.
   → Staff to check Dry Creek right-of-way plans for width, to confirm if additional easement dedication is required.
   → Staff discussed waterline loop may be required from FM 2218 and cross entire property for an ultimate loop behind Texana.
      • Staff informed Developer that a sanitary sewer easement may be required to provide the remaining, undeveloped parcels with access to a public sewer line.
   → Sanitary sewer easement and line extension will be addressed during platting.

d. Fire discussion:
   → Developer informed Staff all buildings will be fully sprinkled, with two-hour firewalls in between.
   → Developer will have a fire loop, and are proposing twenty-eight (28) foot access roads, with nineteen (19) foot parking spaces.
   → Fire Marshal informed Developer that a click-to-enter gate system will be required on electric gates.
      • Fire Marshal to check compliance for twenty (20) foot wide gates.

e. Access discussion:
   → Fire Marshal informed Developer the Fire Code will require a secondary access point for emergency vehicles near the rear of the property.
   → Cross access easement will be required to provide second access point.
Developer stated a secondary entrance (emergency access only) will be from FM 2218.

Meat market on FM 2218 has a partial shared drive that does not go all the way to the back of that property. It may be an option to extend the shared access easement/drive to the proposed 10-acre tract.

Fire Marshal stated the secondary access could be restricted to emergency vehicles only, not open to public.

Traffic Impact Analysis (TIA) is not required, per City Engineer.

t. Staff informed Developer that if irrigation and landscaping is required, reclaimed water is available, instead of potable water, for irrigation purposes.
   → There are advantages to this option as it relates to water and sewer rates.

g. Staff informed Developer that minimum platting will be required.
   → Developer stated they will be utilizing services from IDS Engineering.

h. Staff to review site plan.
PROPOSED 20' WIDE ACCESS EASEMENT AND ROAD

AIRPORT AVE & FM 2218
ROSENBERG, TX 77469

TRI-TECH ENGINEERING, LP

This drawing was prepared by
TRI-TECH Engineering, LP
as an instrument of
service, and shall remain
the property of TRI-TECH.
The information herein shall be used
only by the client to whom the
services are rendered and
only for the purpose of
constructing or
installing the work as shown
at the designated address.
Any other use, including
reproduction or alteration, is
strictly prohibited, and the
user shall hold harmless
and indemnify TRI-TECH
from all liabilities which
may arise from such
unauthorized use.
ATTACHMENT 12
No problem. Minutes are attached. It actually said one (A Traffic Impact Analysis) would not be required, but we feel that with the school across the street that it would be best to have one.

CHARLES M. EASTLAND, P.E.
Vice President – Regional Manager

cell 713.416.1602
ATTACHMENT 13
• ARTICLE III. - SUBDIVISION DESIGN REQUIREMENTS (STANDARDS)
• DIVISION 1. - GENERALLY

• Sec. 25-51. - Conformity to comprehensive master plan.

The proposed subdivision shall conform to the projected future land use pattern as outlined by the comprehensive master plan that has been formulated and adopted by the city council.

(Ord. No. 2005-24, § 1, 10-18-05)

• Sec. 25-52. - City policy and general requirements.

(a)  

City policy. The city council shall require that all land subdividers and developers shall, on all subdivisions of land in the city and within its extraterritorial jurisdiction, as that term is defined in the Texas Local Government Code, adhere to and be governed by the policies that have been established for the provision and construction of underground utilities, street improvements, alleys or easements.

(b)  

General requirements.

(1)  

Water lines, sewer lines and storm sewers.

a.

The subdivider or developer shall be required to construct, at his own expense, all water lines, sewer lines, storm sewer lines, drainage ditches, detention facilities, if required, and structures in accordance with the current design standards in effect at the time of construction. This shall include all engineering costs for design, layout and construction supervision. Preliminary plans and layouts for all such utility lines shall be submitted by the subdivider or developer to the commission for study along with the submission of the preliminary plat of the subdivision. Final construction plans will be submitted by the subdivider at the time of filing his final plat with the commission in the same number of copies as required of the subdivision plat.

b.

There will be no participation by the city in the cost of any of the underground utility lines or drainage facilities within the subdivision except in the event of the requirement for oversize lines to serve land areas and improvements beyond the subdivision in question, or to serve other subdivisions. Each installation of this character and the terms and extent of city participation will be considered individually upon the merits of each facility and the conditions involved.

c.

Trunk lines of such systems to serve the subdivision under consideration will be considered upon each facility’s individual merits for each subdivision.
Street improvements, curb and gutter, pavement.

a. The subdivider shall be required to construct, at his own expense, concrete curb and gutter streets in accordance with current design standards in effect at the time of construction. This shall include all engineering costs for design, layout and construction supervision. Preliminary plans for such improvements shall be submitted to the commission for study and for tentative approval before any work is started in the subdivision. Detailed construction plans, including plan and profile for each street, shall be filed with the submission of the final plat in the same number of copies as required of the final subdivision plat.

b. The city may participate in the cost of street surfacing and construction of arterial streets or thoroughfares in excess of the standard width and thickness of pavement for residential or service streets required to be constructed by the subdivider.

c. Each street installation project will be considered by the city upon the individual merits of each project prior to construction.

d. Subdivisions abutting on main arterial shall have fences erected on the common property line with the public street right-of-way which shall be of wood or metal construction, not less than six (5) feet in height, and shall be constructed of materials designed to prevent visual invasion by any person upon the public street right-of-way with any person or property located upon any part of the subdivision. The degree of visual blockage shall not be less than ninety (90) percent.

Alleys and easements.

a. The city may require in a new subdivision twenty-foot wide easements in lieu of alleys except in certain cases as may be determined by the commission.

b. If a subdivider desires to include alleys in a subdivision, the expense of development of the same shall be borne by the owner of the subdivision or the developer, and the same shall be constructed in accordance with current design standards for city streets in effect at the time of construction.

c. Any construction plans related to this type of improvement shall be submitted to the commission along with the final plat of the subdivision.

Water and sewer facilities; land subject to flooding and otherwise inhabitable.

a. The commission may refuse to approve a plat when it is evident that adequate water and sewer facilities cannot be supplied within a reasonable time.

b. Land subject to flooding and land deemed by the commission to be uninhabitable shall not be platted for residential occupancy nor shall it be platted for such other uses as may increase danger to health, safety, life or property or aggravate the flood hazard, but such land within the plat shall be set aside for such uses as shall
not be endangered by periodic or occasional inundation and shall not produce unsatisfactory living conditions.

(Ord. No. 2005-24, § 1, 10-18-05; Ord. No. 2009-08, § 1, 3-3-09)

- **Sec. 25-53. - Changes or amendments to the design standards.**

  The current design standards will, from time to time require revisions and updates to allow for changing construction technology. The design standards referenced herein shall mean the current standards as of the date of adoption of this Code amendment, to-wit, October 18, 2005, or as they may be revised from time to time.

  (Ord. No. 2005-24, § 1, 10-18-05)

- **Secs. 25-54—25-60. - Reserved.**
RESIDENTIAL
BUILDING PERMIT & PLAN REVIEW FEE
CALCULATION FORM

ADDRESS: ________________________________ TOTAL SQUARE FOOTAGE: ____________

(A) RESIDENTIAL Building Permit fee:
   (1) Fee: *TOTAL COVERED SQ. FT. ______ X $0.32 =$

       SUB-TOTAL BUILDING PERMIT FEES ______________

(B) RESIDENTIAL Plan Review Fee:

       SUB-TOTAL BUILDING PERMIT FEE: $ ____________ /2 = $

TOTAL FEES:

   (A) Building Permit fee + (B) Plan Review Fee = $

IF WORK WAS STARTED BEFORE OBTAINING A VALID BUILDING PERMIT, FEES SHOWN
ARE TRIPLED

Name of Person filling out this form: ___________________________ Date: ________________

* COVERED MEANS:
   Garages[attached/detached] patios, porches, walkways, balconies, port-a-cohere,
   accessory building, etc. Not attic storage unless the space is temperature controlled.
COMMERCIAL
BUILDING PERMIT & PLAN REVIEW FEE
CALCULATION FORM

ADDRESS: ___________________________ TOTAL VALUATION: $____________________

(A) Building Permit fee:
   (1) Base Fee: $__________________ +
   Balance __________________/1000 = ______ X $ __________________ per thousand = Additional Fee
   (2) Additional Fee: $__________________

TOTAL BUILDING PERMIT FEE: (1) + (2) =____________________

(B) Plan Review Fee:
   Total Building Permit Fee: $__________________ /2 =____________________

TOTAL FEES: 
   (A) Building Permit fee + (B) Plan Review Fee =____________________

<table>
<thead>
<tr>
<th>Total Valuation</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000.00 and less</td>
<td>No fee, unless inspection required, in which case a $15.00 fee for</td>
</tr>
<tr>
<td></td>
<td>each inspection shall be charged.</td>
</tr>
<tr>
<td>$1,000.00 to $50,000.00</td>
<td>$15.00 for the first $1,000.00 plus $5.00 for each additional</td>
</tr>
<tr>
<td></td>
<td>thousand or fraction thereof, to and including $50,000.00.</td>
</tr>
<tr>
<td>$50,000.00 to $100,000.00</td>
<td>$260.00 for the first $50,000.00 plus $4.00 for each additional</td>
</tr>
<tr>
<td></td>
<td>thousand or fraction thereof, to and including $100,000.00.</td>
</tr>
<tr>
<td>$100,000.00 to $500,000.00</td>
<td>$460.00 for the first $100,000.00 plus $3.00 for each additional</td>
</tr>
<tr>
<td></td>
<td>thousand or fraction thereof, to and including $500,000.00.</td>
</tr>
<tr>
<td>$500,000.00 and up</td>
<td>$1,660.00 for the first $500,000.00 plus $2.00 for each additional</td>
</tr>
<tr>
<td></td>
<td>thousand or fraction thereof.</td>
</tr>
</tbody>
</table>

Name of Person filling out this form: ___________________________ Date: ___________________________
ATTACHMENT 15
I hereby certify I have read and examined this document and know the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. I further understand that plans submitted for approval will be subjected to a comprehensive check against municipal ordinance and building code. Any set of plans that must be returned for modifications or corrections in order to come into compliance with ordinance or code will be subject to rechecking in order of submittal. Under no circumstances will paid fees be refunded or transferred. Applications and plans will be held for 90 days. After 90 days this application and plans will be disposed of unless a valid INFRASTRUCTURE building permit is issued.

---

**Signature of Contractor or Authorized Agent**  
**Date**

---

**FEE SCHEDULE**

**PLAN REVIEW FEE**

Plan Review Fee shall be as follows:

- a. One percent (1%) of the actual construction cost for projects fifty thousand dollars ($50,000.00) or less, or
- b. Five hundred dollars for the first $50,000.00 plus one-half percent (0.5%) of the actual construction cost over $50,000.00

<table>
<thead>
<tr>
<th>Total Valuation</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000.00 and less</td>
<td>One percent (1%) of the actual construction cost of the project.</td>
</tr>
<tr>
<td>$50,000.01 and up</td>
<td>$500 for the first $50,000.00 plus one-half percent (0.5%) of the actual construction cost over $50,000.00.</td>
</tr>
</tbody>
</table>

**INSPECTION FEE**

Inspection fee for water, sanitary sewer, drainage, and street improvements. Applicant shall provide estimated costs, and supporting information for determination of the cost of the project. These fees shall be payable on the earlier of the time of platting or upon request for an infrastructure permit. The fee shall be one percent (1%) of the actual construction cost of the project.

**EXAMPLE**

**VALUATION** ........................................... $100,000.00

**PLAN REVIEW FEE**

$1st $50,000 .............................................. + $500.00  
Balance: $50,000.00 x 0.005 ..............................................+ $250.00  
TOTAL: ..................................................................................= $750.00

**INSPECTION FEE**

$100,000.00 x .01 ..................................................= $1,000.00

**TOTAL FEES:** ..................................................................= $1,750.00

Rev. 090816-JL
<table>
<thead>
<tr>
<th>Activity</th>
<th>Total Costs</th>
<th>Acquisition Costs</th>
<th>Total Construction Costs</th>
<th>Units of Material or Labor of Unit Price</th>
<th>Activity Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Drainage</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$30,000.00</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>Storm Roads</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$30,000.00</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$20,000.00</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$40,000.00</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>Waterline</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
<td>$22,000.00</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$20,000.00</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Architectural</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
<td>$7,000.00</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>Notes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Column A: Figures for Column 6. Total activity costs are obtained by adding together Columns D, E, and F to get the total costs.

Column B: Influencing/architectural costs must be broken out by the site work activity.

Column C: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc. must have the proposed cost of this acquisition for the activity.

Column D: To arrive at total construction costs in Column C:

The basis of unit price (Column B) and the number of units (Column C) data for the activity.

Columns B and C in determining actual construction costs, two different methods may be used.

Column A: The site work activity referred to must match the site work activity referred in the development cost schedule.

This form must be submitted with the development cost schedule as justification of site work costs.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Costs</th>
<th>Flexible</th>
<th>Units</th>
<th>Rate or Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Columns:
- Column A: Figures for Column A's Total Activity Cost are obtained by adding together Columns D, E, and F to get the Total Costs.
- Column B: Engineering/Architectural Costs must be broken out by the Office Work activity.
- Column C: Any Proposed Activity including the acquisition of Real Property, easements, rights-of-way, etc., must have the proposed costs of this acquisition for the activity.

Columns B and C: In determining actual construction costs, two different methods may be used:
- Column B: To derive actual construction costs in Column D:
- Column C: Actual costs should be reflected in this column. Costs should correspond to the activity reflected in the Development Cost Schedule of other supporting documentation.

This form must be submitted with the Development Cost Schedule if the development has off-site costs, whether those costs are included in the budget or a line item, embedded in the
ATTACHMENT 17
ROSMOUNT ESTATES
NEW HOUSING DEVELOPMENT
HETTIG & KAHN & RYAN HETTIG
ROSENBERG, TX. 77471

This drawing was prepared by TRI-TECH Engineering, LP (TRI-TECH) as an instrument of service, and shall remain the property of TRI-TECH. The information hereon shall be used only by the client to whom the services are rendered and only for the purpose of constructing or installing the work as shown at the designated address. Any other use, including (without limitation) any reproduction or alteration, is strictly prohibited, and the user shall hold harmless and indemnify TRI-TECH from all liabilities which may arise from such unauthorized use.

PUT THE DESCRIPTION OF THE REVISION HERE

XX/XX/XX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW UNDER THE AUTHORITY OF LANCE B. HOFFMAN, P.E. 100127 ON 10-16-17 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW UNDER THE AUTHORITY OF WILLIAM C. DEMPSEY, P.E. 105958 ON 2/28/18 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

1" = 80'
NOTE

1. POLY-VINYL-CHLORIDE PSM (PVC) PIPE SHALL CONFORM TO ASTM SPECIFICATION D3034 AND BE INSTALLED ACCORDING TO ASTM D2321.

2. ALL SANITARY SERVICE LINES SHALL BE CONSTRUCTED TO TRUE ALIGNMENT AND SPACING. SHARPE AND SAGGED LINES WILL NOT BE PERMITTED.

3. WATER-TIGHT ADAPTERS OF A TYPE COMPATIBLE WITH THE MATERIALS BEING JOINED WILL BE USED AT THE POINT OF CONNECTION TO THE SERVICE LINE TO THE BUILDING FUMMERS. NO CEMENT GROUT MATERIALS ARE PERMITTED.

4. NO BENDS OR TURNS AT ANY POINT WILL BE GREATER THAN 45 DEGREES.

5. EACH CLEANOUT WILL BE INSTALLED SO IT OPENS IN A DIRECTION OPPOSITE TO THE FLOW OF THE WASTE AND, EXCEPT IN THE CASE OF INSTALLED VERTICALLY ABOVE THE FLOW LINE OF THE PIPE.

6. CLEANOUT WILL BE MADE WITH AIRTIGHT MECHANICAL PLUG.

7. SEE ALTA/ACSM LAND TITLE SURVEY FOR ADDITIONAL TOPOGRAPHIC SURVEY INFORMATION OR TOPO INFORMATION THAT MAY BE UNCLEAR ON THESE DRAWINGS.
These plans are subject to review & approval by jurisdictional entities.

NOTE
1. Utility and storm layout on this plan are shown schematically for preliminary planning purposes only. Additional service leads for water and sewer will be required for final design. The final engineering plans are subject to the plat approval and City of Houston code enforcement approval. This plan should not be used for construction or bidding purposes.
Utilities along Airport Avenue
Generally flat Free of trees

Drainage Easement SE boundary of property